

AO 440 (Rev. 12/09) Summons in a Civil Action

UNITED STATES DISTRICT COURT

for the

Southern District of New York

AHMED MOHAMED

Plaintiff

v.

METROPOLITAN LIFE INSURANCE COMPANY

Defendant

10 CIV 7249
Civil Action No.

JUDGE CASTEL

SUMMONS IN A CIVIL ACTION

To: *(Defendant's name and address)* Metropolitan Life insurance Company
1 Madison Avenue
New York, NY 10166

A lawsuit has been filed against you.

Within 21 days after service of this summons on you (not counting the day you received it) — or 60 days if you are the United States or a United States agency, or an officer or employee of the United States described in Fed. R. Civ. P. 12 (a)(2) or (3) — you must serve on the plaintiff an answer to the attached complaint or a motion under Rule 12 of the Federal Rules of Civil Procedure. The answer or motion must be served on the plaintiff or plaintiff's attorney, whose name and address are:

Michael Yoeli
Yoeli Gottlieb & Etra
260 Madison Avenue, 18th Fl.
New York, NY 10016

If you fail to respond, judgment by default will be entered against you for the relief demanded in the complaint. You also must file your answer or motion with the court.

SEP 21 2010

Date: _____

RUBY J. KRAJICK

CLERK OF COURT

Mano Quintero

Signature of Clerk or Deputy Clerk

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Civil Action No. _____

PROOF OF SERVICE*(This section should not be filed with the court unless required by Fed. R. Civ. P. 4 (l))*

This summons for *(name of individual and title, if any)* _____
 was received by me on *(date)* _____.

☐ I personally served the summons on the individual at *(place)* _____
 _____ on *(date)* _____; or

☐ I left the summons at the individual's residence or usual place of abode with *(name)* _____
 _____, a person of suitable age and discretion who resides there,
 on *(date)* _____, and mailed a copy to the individual's last known address; or

☐ I served the summons on *(name of individual)* _____, who is
 designated by law to accept service of process on behalf of *(name of organization)* _____
 _____ on *(date)* _____; or

☐ I returned the summons unexecuted because _____; or

☐ Other *(specify)*: _____

My fees are \$ _____ for travel and \$ _____ for services, for a total of \$ _____ 0.00.

I declare under penalty of perjury that this information is true.

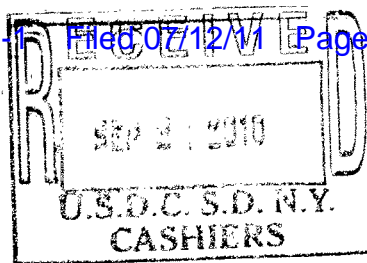
Date: _____

Server's signature

Printed name and title

Server's address

Additional information regarding attempted service, etc:



UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

-----X
AHMED MOHAMED

Plaintiff,

COMPLAINT

-against-

JUDGE CASTEL
10 CIV 7249

METROPOLITAN LIFE INSURANCE COMPANY

Defendant.
-----X

Plaintiff, Ahmed Mohamed, by his attorneys, Yoeli Gottlieb & Etra LLP, for his complaint against the defendant, Metropolitan Life Insurance Company ("MetLife"), alleges as follows upon information and belief:

PRELIMINARY AND JURISDICTION STATEMENT

1. This action to recover long term disability benefits under an insurance policy issued as part of an employee welfare benefit plan arises under the Employee Retirement Income Security Act of 1974, as amended, 29 U.S.C. § 1001 et seq. ("ERISA"), and more particularly § 1132(a) (1) (B), and § 1104(a) thereof.

2. This Court has original jurisdiction of the matter under 29 U.S.C. § 1132 (e) (1).

3. Venue is proper in the Southern District of New York pursuant to 29 U.S.C. § 1132 (e) (2) in that the plan is administered in this district, the defendant may be found here, and the acts complained of occurred in this district.

PARTIES

4. At all times material to this action, plaintiff was eligible for long term disability coverage under a Group Long Term Disability Plan ("Plan") issued to employees of Credit Suisse First Boston Corporation by MetLife, and was a participant of the Plan within the meaning of 29 U.S.C. § 1002(7).

5. The Plan is an employee welfare plan within the meaning of 29 U.S.C. §§ 1002(1) and (3).

PLAINTIFF'S DISABILITY

6. On March 8, 2007, plaintiff ceased active employment from his regular occupation as a programmer analyst due to severe pain associated with lumbar and cervical herniations, and radiculopathy.

7. As a result of these problems, plaintiff qualified for disability benefits under the terms of the Plan, and applied to MetLife for such benefits.

8. After initially paying long term disability benefits, MetLife terminated further benefits on the alleged ground that the medical information in the file did not support the Disability as defined by the Plan.

9. Plaintiff duly appealed MetLife's denial.

10. MetLife upheld the denial of benefits.

11. Plaintiff has met all conditions precedent to bringing this action, and in particular, has exhausted all administrative remedies.

CLAIM FOR RELIEF

12. Despite Plaintiff's entitlement to disability benefits under the terms of the Plan, MetLife improperly denied benefits in contravention of the Plan and plaintiff's rights under ERISA.

WHEREFORE, plaintiff respectfully requests that the Court enter judgment against defendant MetLife for damages including, but not limited to, past due contractual benefits, future benefits, attorney's fees pursuant to 29 U.S.C. §1132(g)(1), costs incurred in bringing this action, interest, and for such other relief as the Court deems equitable, just and proper.

Dated: New York, New York
September 13, 2010

Respectfully submitted,

YOELI GOTTLIEB & ETRA LLP

By: 

Michael Yoeli (MY2936)
Attorneys for Plaintiff
260 Madison Avenue, 18th Floor
New York, New York 10016
(212) 472-7270

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

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AHMED MOHAMED

Plaintiff,
-against-

METROPOLITAN LIFE INSURANCE COMPANY

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SUMMONS AND COMPLAINT

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